

SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by the United States Department of Agriculture, Animal and Plant Health Inspection Service ("APHIS"), Animal Care, and John Dollarhite (doing business as Dollarvalue Rabbitry), with reference to the following facts:

- I. At all times mentioned herein, John Dollarhite was an individual whose mailing address is 1537 Osborne Lane, Nixa, Missouri 65714.
 - II. APHIS has documented evidence of John Dollarhite's non-compliance with the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) (AWA) and the regulations promulgated thereunder (9 C.F.R. § 1.1 *et seq.*), and, specifically, has documented evidence of John Dollarhite operating as a dealer by selling rabbits and guinea pigs used for exhibition and for resale without a valid USDA license as required by the AWA regulations (9 C.F.R. § 2.1(a)(1)).
 - III. APHIS has not instituted an administrative enforcement action based on the findings described above in paragraph II.
 - IV. APHIS and John Dollarhite have determined to settle the issues related to the potential violations of the AWA and the regulations and standards issued thereunder, as described above.
- NOW, THEREFORE, it is agreed as follows:

- A. John Dollarhite admits that the Secretary has the authority to administer and enforce the AWA and the regulations and standards issued thereunder, and that this Settlement Agreement falls within the Secretary's jurisdiction to enforce the AWA. John Dollarhite waives oral hearing and further procedure.
- B. Nothing in paragraph A gives the Secretary any control, ownership, or authority

over John Dollarhite's property, real or personal, or any new authority to enter on to or otherwise affect John Dollarhite's real property.

C. John Dollarhite consents and agrees to the following:

1. John Dollarhite and any partnership, firm, corporation, or other legal entity that he controls or in which he has a substantial interest, financial or otherwise, are disqualified for a two-year period, from April 19, 2011, through April 19, 2013, from (a) obtaining an AWA license, and (b) engaging in activities governed by the AWA (7 U.S.C. § 2131 *et seq.*) and regulations issued thereunder (9 C.F.R. § 1.1 *et seq.*), either directly or indirectly, on or off 1537 Osborne Lane, Nixa, Missouri 65714.

D. John Dollarhite consents and agrees that his failure to comply with the terms of this Agreement shall automatically void paragraph E below, and that APHIS shall have the right to immediately institute enforcement proceedings against John Dollarhite based upon the non-compliant items documented in connection with animal welfare investigation MO09099-AC, and any future violations, and to pursue any and all remedies available to APHIS under the AWA.

E. For and in consideration of John Dollarhite's agreements and actions described in paragraph C above, and the promises and admissions of John Dollarhite set forth herein, APHIS agrees not to institute an administrative or civil enforcement action against John Dollarhite in connection with the alleged AWA violations documented in animal welfare investigation MO09099-AC.

APHIS and John Dollarhite warrant and represent that their respective representatives, whose signatures appear below, have the authority to execute this Settlement Agreement and to bind each of the parties, respectively, to this Settlement Agreement.


JOHN DOLLARHITE



Date: 12-14-11

U.S. DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE



 Robert M. Gibbens
Director, Animal Care, Western Region
Animal and Plant Health Inspection Service
United States Department of Agriculture

Date: 12/20/2011